

**FIRST AMENDMENT
TO STREET LIGHT POLE CONTRACT & FRANCHISE AGREEMENT
BY AND BETWEEN THE CITY OF SUNNYVALE, CALIFORNIA,
AND METROFI, INC.**

This First Amendment to the Street Light Pole Contract & Franchise Agreement is made and entered into this ____ day of _____, 2006, by and between the City of Sunnyvale, a California Municipal Corporation (“City”), and MetroFi, Inc., 2465 Latham Street, Suite 300, Mountain View, CA 94040, a Delaware corporation (“Company”).

RECITALS

A. On January 1, 2005, the City and Company entered into a Street Light Pole Contract and Franchise Agreement (“the Franchise Agreement”), pursuant to which City granted Company a non-exclusive privilege to use street light poles for radio, wire, cable, fiber, amplifiers, switching, processing and transmission and distribution components of its broadband telecommunications system (“Communications Equipment”).

B. Subsequently, the Company has expressed an interest in leasing space on other public property in the City of Sunnyvale, in addition to street light poles, for the installation of Communications Equipment.

THEREFORE, the parties agree as follows.

AGREEMENT

1. The scope of the non-exclusive Franchise granted to the Company by the City on January 1, 2005, is amended to encompass other public places in the City of Sunnyvale in addition to street light poles.

2. This Amendment to the Franchise Agreement conveys no right to install Communications Equipment at any particular location. Company must obtain all necessary permits and approvals and must comply with all local, state, and federal laws pertaining to the construction, maintenance, and operation of the Communications Equipment.

3. In addition to any other permits and approvals that may be required, Company shall enter a separate lease agreement with City before locating Communications Equipment on any City property other than street light poles. City has no obligation to lease any such City property to Company and may, at its sole discretion, decline to enter a lease agreement. The rental of additional street light poles remains subject to the terms of the original Franchise Agreement.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Amendment on the date above written.

ATTEST:

CITY OF SUNNYVALE ("City")

City Clerk

By _____
City Manager

APPROVED AS TO FORM:

METROFI, INC.

City Attorney

By _____